

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

Greenearth Cleaning, L.L.C.,	)	
and Greenearth Solutions, L.L.C.,	)	
Plaintiffs,	)	
	)	No. 05-0026-CV-W-FJG
Stephen Donahue d/b/a	)	
Bighorn Cleaners,	)	
Defendant.	)	

**FINAL JUDGMENT AND PERMANENT INJUNCTION**

Upon the May 5, 2005 hearing and evidence presented, application by Plaintiffs, and for good cause shown, judgment is hereby entered in favor of Plaintiffs and against Defendant Stephen Donahue, d/b/a Bighorn Cleaners, in the amount of \$11,874.02, based on the amounts set forth below, and for a permanent injunction as described below:

- (a) Delinquent Affiliate Fees for the years 2004 and 2005, in the amount of \$5,000.00;
- (b) Late payment fees at the rate of \$250.00 per year for a total of \$500.00;
- (c) Pre-judgment interest on the delinquent contributions compounded daily at the rate of 3.13% which, through March 9, 2005, totals \$89.85, plus \$0.47 per day after March 9, 2005 (which, as of May 5, 2005, totals \$26.79); and
- (d) Attorneys' fees, costs, and out-of-pocket expenses incurred by Plaintiffs in connection with the lawsuit in an effort to collect these delinquent fees, which total \$6,257.38.

Post-judgment interest will accrue as allowed by law. Let execution lie immediately. Plaintiffs are also awarded, upon application and approval by the Court, any attorneys' fees incurred in collecting this Final Judgment.

In addition, Defendant and any of his employees, agents, licensees, representatives, affiliates, related companies, servants, successors and assigns, and any and all persons acting in privity or in concert with any of them shall be permanently enjoined as follows:

A. Permanently enjoined from further infringing upon any of the claims of the Patents (as defined in the Complaint);

B. Permanently enjoined from engaging in any acts or activities directly or indirectly calculated to trade upon GreenEarth's Service Marks and the reputation and goodwill of GreenEarth;

C. Permanently enjoined from infringing GreenEarth's Service Marks or using any other confusingly similar service mark, trademark, trade name, commercial designation, or Internet domain name for the advertising, marketing, offering, or sale of Defendant's dry cleaning services;

D. Permanently enjoined from indirectly or directly using any false description or representation in connection with Defendant's advertising, marketing, offering, or sale of Defendant's dry cleaning services.

Furthermore, the Defendant must undertake corrective advertising, acceptable to GreenEarth and to the Court, notifying the public that Defendant's services and GreenEarth's services are not offered by, sold by, endorsed by, or affiliated with one another. Defendant must deliver for destruction all promotional materials, advertisements, tickets, invoices, labels, packaging, and all other materials, communications, or displays to the public or trade in the possession or under the control of Defendant and any other

material or any representations that are, include, or display any renditions, reproductions, or counterfeits of GreenEarth's Service Marks or any service mark confusingly similar thereto. Defendant must remove any and all renditions, reproductions, or counterfeits of GreenEarth's Service Marks or any service mark confusingly similar from all signs, buildings, superstructures, delivery vehicles, and any other equipment, building, or tangible thing owned by or in the possession or control of Defendant.

The Court retains jurisdiction for the purposes of awarding post-judgment attorneys' fees, if any, and enforcing the terms of this Final Judgment and Permanent Injunction.

It is ordered that the Clerk of the Court send a copy of this order by regular and certified mail to defendant at the following address:

Stephen Donahue  
Bighorn Cleaners  
71680 Highway 111, Suite F  
Rancho Mirage, CA 92270

/s/ Fernando J. Gaitan, Jr.  
Fernando J. Gaitan, Jr.  
United States District Judge

Dated: May 9, 2005  
Kansas City, Missouri